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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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02/09/2004

Duane Allen Ansel

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EXAMINER

NGUYEN, THUY-VI THI

ART UNIT

PAPER NUMBER

3689

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/775,757	Applicant(s) ANSEL ET AL.	
	Examiner THUY VI NGUYEN	Art Unit 3689	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 24 February 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-30 is/are pending in the application.
- 4a) Of the above claim(s) 2, 14 and 15 is/are withdrawn from consideration.
- 5) ☒ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1, 3-13, 16-30 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This is in response to the applicant's communication filed on 02/24/2009, wherein
Claims 1, 3-13, 16-30 are currently pending;
Claims 1 and 16 have been amended;
Claims 2, 14-15 have been withdrawn.

Claim Rejections - 35 USC § 112

2. Claim 1 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

1) Claim 1 calls for a method of carrying out a sponsorship exchange but there are no discussion in the recited 4 steps "using a computer ..., recording a request ..., presenting to the event owner ..., and making the request ..." of how to carry out this "sponsorship exchange"? How does "the sponsorship" being exchanged?

2) In claim 1, the phrase "at least one service or tangible, non-monetary asset" is vague because it's not clear the relationship between the "service" and "tangible, non-monetary asset" to the "event"?

3) In claim 1, it's not clear how the last step achieve the scope of the claim? What are the relationship between the "event owner" of step (b) and the "potential providers" of the last step.

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Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

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6. Claims 1, 3-13, 16-30 are rejected under 35 U.S.C. 102(e) as anticipated by or, in the alternative, under 35 U.S.C. 103(a) as obvious over MUNSON (US 2002/0091767).

As for independent claim 1, MUNSON discloses a method for carrying out a sponsorship exchange, comprising:

using a computer to perform the steps of:

a) recording a request for at least one service submitted by an event owner

{see a flow chart on appendix A and B, pages 23-24, pars. 0004, 0024-0025

discloses the recording a request or information or transaction for a service submitted by user, e.g. a seller or event owner or property owner who seeks for a sponsor for an event; *"sellers may response to requests for proposals, and ultimately, use the website to consummate and record transactions".* Note: As for the term "request", this is intended use/function of the information and therefore is considered as non functional descriptive material (NFDM).

b) presenting to the event owner a sponsorship offer to be associated with the request;

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{see at least figures 9-12; par. 0036-0037, notifying/presenting the property owner the sponsorship information e.g. the request for proposal (RFP)

wherein the sponsorship offer comprises a given a way amount of money (or defray cost) for a sponsorship event

{see figures 38- 40 discloses the property listing event or sponsorship offering discloses the given away amount of money or cost e.g. " Backpack Day: \$25,000, 10,000 given away}.

c) making the request and associated sponsorship offer available to one or more potential providers of the requested service

{see at least figures 13-20; and figures 49-50; pars. 0036- 0037; discloses the sponsorship information is displayed or available to the providers or buyers or sponsors; see appendix page 26, element "show a form to the seller/owner to propose property/sponsorship offer to the buyer/sponsor" }.

Note: for convenience, letters (a)-(d) are added to the beginning of each step.

As indicated above in paragraph (b), the term "defray the cost" is interpreted as "a given a way amount of money" or "pay the cost for a sponsorship event" and this is taught by MUNSON as indicated above. In other word, they are interchangeable language or equivalent terms. Alternatively, in view of the teachings as shown on Fig. 40, which teaches the concept of "marketing opportunity" and "individual opportunities" or "money (\$10,000 or 20,000 given away") as sponsorship offerings, it would have been obvious to consider this offering as "sponsorship opportunity" to help the event

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owner to carry out the event effectively and at least partially defray a cost for carrying out the event by the owner.

Note: in step (a), the phrase "*for user in putting on the event*" is not a positive recited method step but merely intended use of the recording a request for a service and thus having no patentable weight.

Note: This appears to be a "data processing" method (using a computer to perform the steps of", therefore, the limitation after "data" or "information" or "sponsorship offer" such as "... *sponsorship opportunity to at least partially defray a cost of the request;*" have been determined to be non-functional descriptive material (NFDM), thus having no patentable weight and does not need to be taught by the prior art. Nonfunctional descriptive material can not render nonobvious an invention that would have otherwise been obvious. In re Gulack, 703 F. 2d 1381, 1385, 217 USPQ 401, 40-4 (Fed. Cir. 1983) (when descriptive material is not functionally related to the substrate, the descriptive material will not distinguish the invention from the prior art in terms of patentability. See MPEP 2106.01.

Note: Examiner cites particular columns and line numbers in the references as applied to the claims for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the applicant fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

As for claims 3-4, which deal with the modification/or changing or customizing the information e.g. sponsorship offer by user, e.g. owner event or sellers. This is fairly taught in MUNSON, pars. 0030-0032, 0039, figures 8, 28. More over, as for the term “capable of being modified by the event owner” is not a positive claimed and carried no patentable weight. See MPEP 2106.01

As for claims 5 -6, which deal with the determining a portion of the cost of the request defrayed by the sponsorship that is given to the provider/buyer at the event, this is fairly taught in MUNSON; see figures 24, 38-40; “*sponsorship price range*”.

As for claim 7, MUNSON discloses a provider capable of providing the requested service {see abstract, pars. 0024-0026}.

As for claim 8, MUNSON discloses transmitting the request and associated sponsorship offer to the identified provider {see at least figures 13-20; and figures 49-50; par. 0037; discloses the sponsorship information is displayed or available to the providers or buyers or sponsors}.

As for claim 9, which deals with the receiving an acceptance for the sponsorship offer from the provider or buyer, this is fairly taught in MUNSON, figures 49-50, and claim 14, page 29 “ sponsor/or buyer/ or provider accept the sponsorship proposal” .

As for claims 10-12, which deal with the receiving a counteroffer/ or proposal to the request and associated sponsorship offer from the identified provider or buyer {see par 0037}.

Alternatively, Official Notice is taken that it’s well known in the bargain negotiating process the submitting of counter offer to a request-for-proposal (RFP) for

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further price negotiation if desired. Therefore, it would have been obvious to modify the teaching of MUNSON to include the step of counter-offer to the RFP for further negotiation if desired.

As for claim 13, which deals presenting a catalog of services to the event owner/seller, this is fairly taught in MUNSON {pars. 0043, figures 43-45}

As for independent claim 16, A system for carrying out a sponsorship exchange comprising;

a) an agent server communicatively coupled to a network

{See pars 0003, 0024, abstract e.g. the system provide a website “sponsorwise.com” available to users via the Internet}

b) a request database communicatively coupled to the agent server comprising a catalog of a plurality of services and or tangible, non-monetary assets available to an even owner {see pars 0024,0043-0044; at least figures 44-45 “ database”, categories or list of event /catalog where the users (owner/seller or sponsor/provider/buyer) can get access}.

wherein the agent server is configured to present the catalog to the event owner and configured to receive a request/information from the owner/seller for a service from the catalog over the network;

{see figures 44-45, 50 pars. 0004, 0024-0025 and pars. 0043-0044 , see a flow chart on appendix A and B, pages 23-24}

wherein the agent server is configured to associate the request with a sponsorship offer comprising a sponsorship opportunity to be given to a provider of the

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requested service at the event and a portion of the cost of the request or pay the cost by the sponsorship opportunity;

{see at least figures 38- 40 discloses the property listing or sponsorship offering discloses the given away amount of money or cost e.g. " Backpack Day: \$25,000, 10,000 given away}.

and wherein the agent server is configured to make the request and the associated sponsorship offer available to provider of the request over the network.

{see at least figures 13-20; and figures 49-50; pars. 0036- 0037; discloses the sponsorship information is displayed or available to the providers or buyers or sponsors; see appendix page 26, element "show a form to the seller/owner to propose property/sponsorship offer to the buyer/sponsor" }.

As indicated above in paragraph (b), the term "defray the cost" is interpreted as "a given a way amount of money" or "pay the cost for a sponsorship event" and this is taught by MUNSON as indicated above. In other word, they are interchangeable language or equivalent terms. Alternatively, in view of the teachings as shown on Fig. 40, which teaches the concept of "marketing opportunity" and "individual opportunities" or "money (\$10,000 or 20,000 given away") as sponsorship offerings, it would have been obvious to consider this offering as "sponsorship opportunity" to help the event owner to carry out the event effectively and at least partially defray a cost for carrying out the event by the owner.

Note: As for the "data" or "information" or "sponsorship offer" such as "... sponsorship opportunity to at least partially defray a cost of the request; " have been

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determined to be non-functional descriptive material (NFDM), thus having no patentable weight and does not need to be taught by the prior art. Nonfunctional descriptive material can not render nonobvious an invention that would have otherwise been obvious. In re Gulack, 703 F. 2d 1381, 1385, 217 USPQ 401, 40-4 (Fed. Cir. 1983) (when descriptive material is not functionally related to the substrate, the descriptive material will not distinguish the invention from the prior art in terms of patentability. See MPEP 2106.01.

As for claim 17, which deals with server/website, identifies a provider or sponsor provide the requested service, this is fairly taught in MUNSON pars. 0004, and a flowchart on page 26 (appendix)}.

As for claim 18, which deals with the server /website transmits the request/information e.g. sponsorship offer to the provider/or buyer, this is fairly taught in MUNSON pars {see pars. 0036-0037; figures 8-20}.

As for claim 19, which deals with the receiving an acceptance of the request/information about sponsorship offer from the provider/buyer this is fairly taught in MUNSON, figures 49-50, and claim 14, page 29 " sponsor/or buyer/ or provider accept the sponsorship proposal" .

As for claims 20-22, which deal with the receiving a counteroffer/ or proposal to the request and associated sponsorship offer from the identified provider or buyer {see par 0037}. Alternatively, Official Notice is taken that it's well known in the bargain negotiating process the submitting of counter offer to a request-for-proposal (RFP) for further price negotiation if desired. Therefore, it would have been obvious to modify the

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teaching of MUNSON to include the step of counter-offer to the RFP for further negotiation if desired.

As for claims 23-24, which deal with the modification the counter offer or cost and is provided to the provider/buyer at the event, this is fairly taught in MUNSON {see figures 24, 38-40}.

As for claims 25-28, which deals receiving the response, bids/information in according with the cost/prices {see figures 24, 38-40}.

As for independent claim 29, MUNSON discloses a computer readable storage medium comprising instructions to cause a computing system to perform a method for carrying out a sponsorship exchange to allow an even owner to receive a service from a provider, the method comprising:

a) presenting to the event owner a catalog of services available from one or more providers

{see at least figures 1, 44-45, par 0030, flow chart on page 24 (appendix); discloses the categories of the services}.

b) receiving a request for a service selected from the catalog {see page 23-24, flowchart (appendix); for receiving a service request; see figures 1-8, 24, 37-41};

c) associating a sponsorship opportunity related to the event with the request to defray a portion of a cost of the request;

{see figures 38- 40 discloses the property listing or sponsorship offering discloses the given away amount of money or cost e.g. " Backpack Day: \$25,000, 10,000 given away}.

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d) transmitting the request and sponsorship opportunity to a provider

{see at least figures 13-20; and figures 49-50; pars. 0036- 0037; discloses the sponsorship information is displayed or available to the providers or buyers or sponsors; see appendix page 26, element “ *show a form to the seller/owner to propose property/sponsorship offer to the buyer/sponsor*”}.

As indicated above in paragraph (c), the term “defray the cost” is interpreted as “a given a way amount of money” or “pay the cost for a sponsorship event” and this is taught by MUNSON as indicated above. In other word, they are interchangeable language or equivalent terms. Alternatively, in view of the teachings as shown on Fig. 40, which teaches the concept of “marketing opportunity” and “individual opportunities” or “money (\$10,000 or 20,000 given away”) as sponsorship offerings, it would have been obvious to consider this offering as “sponsorship opportunity” to help the event owner to carry out the event effectively and at least partially defray a cost for carrying out the event by the owner.

Note: As for the “data” or “information” or “sponsorship offer” such as “... *sponsorship opportunity to at least partially defray a cost of the request;* ” have been determined to be non-functional descriptive material (NFDM), thus having no patentable weight and does not need to be taught by the prior art. Nonfunctional descriptive material can not render nonobvious an invention that would have other wise been obvious. In re Gulack, 703 F. 2d 1381, 1385, 217 USPQ 401, 40-4 (Fed. Cir. 1983) (when descriptive material is not functionally related to the substrate, the descriptive

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material will not distinguish the invention from the prior art in terms of patentability. See MPEP 2106.01.

Note: in step (a), the phrase *"for user in putting on the event, step (c) "...to defray a portion of a cost of the request" step (d) ...capable of providing...."* is not a positive recited method step but merely intended use of the presenting a catalog, associating a sponsorship and transmitting the information/request and thus having no patentable weight.

As for claim 30, which deals with the providers/buyer receiving the a plurality of bids/or an price offer, and selecting price offer for the sponsorship request from the owner/sellers, this is fairly taught in MUNSON {see at least figures 24 and 38 pars 0035-0037. flow chart on page 26 (appendix)}.

Response to Arguments

7. Applicant's arguments filed on 02/24/09 have been fully considered but they are not persuasive.

1) As for an Applicant's arguments on pages 10-11 of the remark, Applicant stated that MUNSON does not discloses " recording a request of at least one service or tangible, non-monetary asset submitted by an event owner". It is noted that term "a request" is an intended use/function of the "information or data" exchanged with the event owner (seller) and the sponsor (buyer), which is considered as non functional descriptive material. (NFD) see MPEP 2106.01. Furthermore, MUNSON discloses the website that enable for the buyers (sponsor) and sellers (even owner) of sponsored events to browse a multiple listing service of events using a website. The website may

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also be used to conduct searches, and save search results. MUNSON further discloses buyers (sponsor) submit requests for proposals (RFPs) for events that they wish to sponsor, and sellers (owner event) are able to peruse RFPs. sponsorship events. Sellers(event owner) may respond to the RFPs, and ultimately, use the website to consummate and record transaction as shown on pars. 0003-0004 and a flow chart on appendix A and B, pages 23-24. For the reason above, MUNSON discloses "recording a request for at least one service that summated by a user, e.g. (seller or buyer or owner or sponsor)".

2) As for an Applicant's arguments on pages 14-45 of the remark, Applicant stated that MUNSON does not discloses "a sponsorship offer to at least partially defray a cost of a request". This is not persuasive. MUNSON discloses the sponsorship offer comprises a given a way amount of money/defray cost for a sponsorship event {see figures 38- 40 discloses the property listing event or sponsorship offering discloses the given away amount of money or cost e.g. " Backpack Day: \$25,000, 10,000 given away}. As for the term "defray the cost", this is considered as a given a way amount of money or pay the cost for a sponsorship event and this is taught by MUNSON as indicated above.

Furthermore, It is noted that the claim (1) appears to be a "data processing" or "communication exchange" method (using a computer to perform the steps of "recording", "presenting" and "making... available (or showing or displaying)", therefore, the limitation after "data" or "information" or "sponsorship offer" such as "... *sponsorship opportunity to at least partially defray a cost of the request;* " have been determined to

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be non-functional descriptive material (NFDM), thus having no patentable weight and does not need to be taught by the prior art. Nonfunctional descriptive material can not render nonobvious an invention that would have otherwise been obvious. In re Gulack, 703 F. 2d 1381, 1385, 217 USPQ 401, 40-4 (Fed. Cir. 1983) (when descriptive material is not functionally related to the substrate, the descriptive material will not distinguish the invention from the prior art in terms of patentability. See MPEP 2106.01.

Conclusion

8. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

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9. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Thuy-Vi Nguyen whose telephone number is 571-270-1614. The examiner can normally be reached on Monday through Thursday from 8:30 A.M to 6:00 P.M.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Janice Mooneyham can be reached on 571-272-6805. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/T. N./

Examiner, Art Unit 3689

/Tan Dean D. Nguyen/

Primary Examiner, Art Unit 3689

6/1/09